

RESOLUTION NO. 2010-82-R

**RESOLUTION TO AWARD BID NO. MRD-12-10 FOR THE
PURCHASE OF THREE (3) FOUR-WHEELER ATV'S**

WHEREAS, the Purchasing Agent of the City of Madison, Alabama, by proper notice, solicited bids for Bid #MRD-12-10 in accordance with Alabama's Competitive Bid Law, Title 41 of the Alabama Code for the purchase of Three (3) Four-Wheeler ATV'S

WHEREAS, it is the desire and intent of the City Council to award a contract to the lowest responsible and responsive Bidder in compliance with the reasonable and stated specifications for Bid #MRD-12-10; and

WHEREAS, sealed bids received from bidders have been evaluated to determine the lowest responsible and responsive bidder who submitted a bid in compliance with the reasonable and stated specifications of the Bid #MRD-12-10; and

WHEREAS, the City Council, after full consideration of all bids submitted, finds that Sports Transportation submitted the lowest responsible and responsive bid that supplied the items as specified in the specifications. It is in the best interest of the City to award Bid #MRD-12-10 to Sports Transportation for the purchase of Three (3) Four-Wheeler ATV'S for \$36,000.00 which bid attached to and made part of this resolution by reference.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madison, Alabama, sitting in regular session on this the 22nd day of March 2010, that upon final approval of this resolution, a contract for the above-described purchase or provision of goods and/or services shall be awarded to Sports Transportation. The Mayor of the City of Madison, Alabama, and its Purchasing Agent hereby authorized to execute all documents necessary to give effect to this award.

READ, PASSED AND ADOPTED this 22nd day of March 2010.

Bill Holtzclaw
President of the City Council
City of Madison, Alabama

ATTEST:

Melanie A. Williard, City Clerk-Treasurer
City of Madison, Alabama

APPROVED this _____ day of March 2010.

Paul Finley, Mayor
City of Madison, Alabama

**SECTION 6.0
PROPOSAL
BID No. MRD-12-10**

The Bidder declares that he or she has informed himself or herself fully in regard to all conditions pertaining to the equipment to be provided; and has examined specifications and Bid Documents relative to the work to be provided.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the City of Madison, Alabama, to provide all the equipment as described in the Notice to Bidders, Invitation to Bid, Specifications, Instructions to Bidders and related documents, which are made a part hereof to the same extent as fully set out herein, and in full and complete accordance with the described and reasonably intended requirements of the Specifications and to the full and entire satisfaction of the City Council of the City of Madison, Alabama. This bid is for the purchase and delivery of **Three (3) Four-Wheeler ATVs.**

TOTAL BID PRICE: \$ 36,000.⁰⁰

Delivery Time after Receipt of Purchase Order: 4 to 6 weeks

Attached hereto is a Bid Bond or Cashier's Check for the sum of \$ 100.⁰⁰

The Bidder acknowledges Non-Collusive Affidavit is signed, notarized and enclosed: yes BPM

The Bidder acknowledges receipt of addendum (addenda), if applicable: yes BPM

The Bidder acknowledges Proposal Form is completed and signed: yes BPM

(Please use BLUE ink)

Sports Transportation, LLC.
Legal Name of Company

BPM
Signature

1400 5th Street North
Address

Brian P. Milster
Print Name

Birmingham, AL 35262
Address

March 8th, 2010
Date

(205) 595-9566
Phone Number

(205) 595-3299
Fax Number



QUOTATION
Reference

1400 52nd Street North Birmingham, AL 35212 Telephone (877) 535-9566 Facsimile (205) 595-3299

PREPARED FOR: City of Madison, Alabama Finance Department
Bid No. MRD-12-10 Three (3) Four-Wheeler ATVs
Bid Opening Wednesday, March 10, 2010

DATE OF QUOTE: *March 8, 2010*
SALES PERSON: *Brian P. Milster*
Contact: *205-218-5234*

WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION:

[illegible]

Prices quoted are those in effect at the time of quotation and are guaranteed subject to acceptance by May 10, 2010. Vehicle will be ordered and delivery time will be 2 to 6 weeks. Lead prep time of 2 to 7 business days normally required. Availability is subject to change. For ordering purposes please sign the bottom quote and fax to (205) 595-3299. A deposit and/or purchase order may be required before ordering. Payment for the vehicle(s) will be due upon delivery. Thank you for your business!

X Accepted By: _____
Company: _____
Title: _____
Date: _____

Sports Transportation, LLC.
By: **Brian P. Milster**
Title: **Territory Sales Manager**
Thank you for your interest in our products.

SECTION 4.0
NON-COLLUSION BIDDING AFFIDAVIT
BID NO. MRD-12-10
To Be Submitted with Proposal

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies, as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other Bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor.
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
4. I certify that neither I nor any representative of the bidder to my knowledge is a party to, or has participated in, any agreement or collusion in restraint of freedom of competition with respect to the project bid herein.

(Please sign in BLUE ink)

Dated: March 8, 2010

BPM
Signature
Brian P. Milster
Printed Name

I, the person who subscribed the above certification, do affirm under the penalties of perjury that the statements hereinabove set forth are true in every respect and that, if I am not the Bidder, I was at the time of said subscription the agent, officer, or employee of the Bidder authorized to execute said certification in the name of the Bidder.

Dated: March 8, 2010

BPM
Signature
Brian P. Milster
Printed Name

STATE OF Alabama
COUNTY OF Jefferson
CITY OF Birmingham

SWORN to and subscribed before me this 8th day of March, 2010

Jacey Z Macklin
Notary Public

NOTARY PUBLIC STATE OF ALABAMA ATTORNEY
MY COMMISSION EXPIRES: July 11, 2021

**SECTION 5.0
SPECIFICATIONS
BID No. MRD-12-10
To Be Submitted with Proposal**

This bid is for purchase of Three (3) Four-Wheeler ATVs, new, unused and of current production, for Madison Recreation Maintenance Division.

Item	Category	Description	In Compliance	
			Yes	No
5.1	Engine	4-cycle OHV, 675cc, twin cylinder, industrial grade	yes	
5.2	Horsepower	23 (17.2)	yes	
5.3	Cooling	Air	yes	
5.4	Fuel Tank	6.5 (24.6)	yes	
5.5	Travel Speed, mph	25 (40.2)	yes	
5.6	Ignition	Electronic	yes	
5.7	Torque Converter	Enclosed CVT	yes	
5.8	4WD Engagement	Automatic -- all wheel drive	yes	
5.9	Front Differential	Automatic -- locking on demand	yes	
5.10	Rear Differential	Automatic -- all wheel drive	yes	
5.11	Electrical System	12-volt, 525 cca	yes	
5.12	Steering-Std	Std rack & pinion (tilt column)	yes	

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Item	Category	Description	In Compliance	
			Yes	No
5.13	Suspension-Front	Independent double A-arms w/coil-over shocks	Yes	
5.14	Suspension-Rear	Solid axle, swing are w/coil-over shocks	Yes	
5.15	Brakes	4-wheel, hydraulic disc	Yes	
5.16	Frame Chassis	Tubular rust-proof non-corrosive aircraft-grade 6061 aluminum	Yes	
5.17	Tires	All Terrain, 25x10.5-12, 4ply	Yes	
5.18	Bed Loading Hgt.	34 (86.4)	Yes	
5.19	Total Vehicle Rated Capacity	2-person: Std 1200 (544.3)	Yes	
5.20	Maximum Allowable GVW, lb (kg)	2-person: Std 2750 (1247)	Yes	
5.21	Overall Length, in (cm)	105 (266.7)	Yes	
5.22	Overall Width, in (cm), w/o mirror	58.5 (148)	Yes	
5.23	Overall Height, in (cm) w/ROPS	2-person: 82.3 (209)	Yes	
5.24	Wheelbase, in (cm)	2-person: 81.5 (207)	Yes	

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This bid is for purchase of Three (3) Four-Wheeler ATVs, new, unused and of current production, for Madison Recreation Maintenance Division.

Item	Category	Description	In Compliance	
			Yes	No
5.25	Wheel Track: Front/Rear, in (cm)	48.8 (124)	yes	
5.26	Ground Clearance, in (cm)	8.2 (20.8) – differential		Amend
5.27	Floor Ground Clearance, in (cm)	12.1 (30.7)	yes	
5.28	Dry Weight (less batteries) lb (kg)	2-person: 1450 (657)	yes	
5.29	Turning Radius, ft (cm)	2-person: 11.5 (350)	yes	
5.30	Instrumentation	Fuel gage, hour meter, low pressure warning light, accessory power port	yes	
5.31	Trailer Towing	Triple ball pintle hitch	yes	
5.32	Leveling System	Double bar 72" wide, 3"x1/4" structural steel	yes	
5.33	Heavy Duty Scarifier	60" wide bar, 2"x1/4" structural steel, 3/8"x3" replaceable hard surfaced steel teeth	yes	
5.34	Springtine Scarifier	60" wide, 76, 4 1/2" replaceable springtine in two rows	yes	
5.35	Triple Row Broom Assembly	73" wide, replaceable	yes	

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Item	Category	Description	In Compliance	
			Yes	No
5.36	Finish	Electro-statically applied baked powder-coated finish	yes	
5.37	Bed Lift	Electric bed lift	yes	

Sports Transportation, LLC.

1400 52nd Street North

Birmingham, Al 35212

205-595-9566 (Phone)

205-595-3299 (Fax)

Specifications

BID No. MRG-12-10

Additional Specifications to Bid Requested

RAHN LEVELING SYSTEM

Double bar 72" wide; 3" x 3" x 1/4" structural steel.

HEAVY DUTY SCARIFER

60" wide bar; 2" x 2" x 1/4" structural steel; 3/8" x 1" x 3" replaceable hard-surfaced steel teeth.

SPRINGTINE SCARIFIER

60" wide; 76, 4 1/2" replaceable springtines in two rows.

TRIPLE ROW BROOM ASSEMBLY

73" wide; replaceable.

FINISH

Electro-statically applied baked powder-coated finish.

Sports Transportation, LLC.

1400 52nd Street North

Birmingham, Al 35212

205-595-9566 (Phone)

205-595-3299 (Fax)

Amendment to Specifications

BID No. MRG-12-10

ITEM 5.26

Category: Ground Clearance, in (cm)

Description: 8.2 (20.8) – differential

Description Amendment: 7.4 (18.8) – differential

Ground Clearance is 7.4" (18.8 cm) at the differential with 25 x 10.5-12 All Terrain Tires, as specified (mud tires optional). The above stated Ground Clearance is required for optimum down pressure on the Rahn GL-650 Infield Groomer, Heavy Duty Scarifier, Springtine Scarifier and Triple Row Broom Assembly.

CLUB CAR® LIMITED TWO YEAR WARRANTY FOR 2009 TRANSPORTATION AND UTILITY VEHICLES

1. WARRANTY:

CLUB CAR, INC., ("CLUB CAR") hereby warrants to the Original Retail Purchaser that its new 2009 Model Transportation and Utility Vehicles purchased from CLUB CAR or an authorized dealer shall be free from defects in material and workmanship under normal use and service as a transportation or utility vehicle for the periods stated below, subject to the provisions, limitations and exclusions contained in this limited warranty.

LIMITED TWO YEAR / 2000 HOUR WARRANTY: The engine assembly, unitized transaxle assembly (gasoline vehicle), starter/generator (gasoline vehicle), motor, transaxle assembly (electric vehicle), main frame assembly, bed box hydraulic dump kit, Custom Cab assembly and doors, and Driving Range Protective Enclosure are warranted with respect to parts and labor against defects in material and workmanship for a period of two years or 2000 hours of operation, whichever first occurs, from the date of purchase.

LIMITED ONE YEAR / 1000 HOUR WARRANTY: All remaining components of the vehicle not specified otherwise, the Portable Refreshment Center, torque converters and all other original equipment options and accessories supplied by CLUB CAR are warranted with respect to parts and labor against defects in material and workmanship for a period of one year or 1000 hours of operation, whichever first occurs, from the date of purchase.

This limited warranty covers material, workmanship and repair labor cost as to those items specifically listed above for the periods specified. Such repair labor shall be performed only by CLUB CAR, its authorized dealers, or a service agency approved by CLUB CAR.

IF THE WARRANTY REGISTRATION FORM IS NOT COMPLETED AND RETURNED TO CLUB CAR AT THE TIME OF THE ORIGINAL RETAIL SALE, PURCHASER MUST PROVIDE PROOF OF DATE OF PURCHASE WITH ANY WARRANTY CLAIM.

2. EXCLUSIONS:

Excluded from any CLUB CAR warranty are all fuses, filters, decals (except safety decals), spark plugs, light bulbs, lubricants, trim pieces, seats, routine wear items such as the charger plug and receptacle, brake shoes, belts, brushes, bushings, drive buttons, engine mounts, mats and pads, maintenance adjustments, cosmetic deterioration, and items which deteriorate or fail due to exposure or ordinary wear and tear. Batteries, battery charger, onboard computer, and solid-state speed controller are covered under separate CLUB CAR warranties. Also excluded from any CLUB CAR warranty is damage to a vehicle or component resulting from a cause other than a defect including unreasonable or unintended strain or use, improper installation of accessories, installation of parts or accessories that are not original equipment, overloading, accident, alteration, abuse or neglect.

Transportation expenses for warranty services are also excluded from this warranty.

3. VOIDING OF WARRANTY:

THIS AND ANY OTHER WARRANTY SHALL BE VOID IF THE VEHICLE IS ABUSED OR USED IN AN UNINTENDED MANNER OR SHOWS INDICATIONS THAT IT HAS BEEN ALTERED IN ANY WAY, INCLUDING, BUT NOT LIMITED TO, MODIFICATION OF THE SPEED GOVERNOR, BRAKING SYSTEM, STEERING, TRANSAXLE, OR OTHER OPERATING SYSTEMS OF THE VEHICLE TO CAUSE IT TO PERFORM OUTSIDE CLUB CAR SPECIFICATIONS. THE WARRANTY IS LIKEWISE VOID IF THE VEHICLE INVOLVED SHOWS INDICATIONS THAT REASONABLE OR NECESSARY MAINTENANCE AS OUTLINED IN THE OWNER'S MANUAL AND MAINTENANCE AND SERVICE MANUAL WAS NOT PERFORMED AT THE TIME AND IN THE MANNER SPECIFIED IN SUCH MANUALS.

4. SOLE REMEDY:

CLUB CAR's liability under this limited warranty, or in any action whether based upon warranty, contract, negligence, strict product liability or otherwise, shall be the repair or replacement, at CLUB CAR's option, of the vehicle or component thereof that CLUB CAR deems to be defective. Replacement shall mean furnishing, during the applicable limited warranty period, a new vehicle or factory-reconditioned vehicle or component thereof that is identical or reasonably equivalent to the warranted product or component at no cost to the purchaser. Repair shall mean remedying a defect in the vehicle or component thereof at no cost to the purchaser during the applicable limited warranty period. If CLUB CAR elects to repair the vehicle, it may provide factory-reconditioned parts or components. All parts and components replaced under warranty shall become the property of CLUB CAR.

5. HOW TO MAKE A WARRANTY CLAIM:

To make a warranty claim under this limited warranty, you must present the vehicle or defective component to an authorized CLUB CAR dealer or send the defective component, freight prepaid, to WARRANTY SERVICES, CLUB CAR, INC., 4125 Washington Road, Evans, Georgia 30809, U.S.A., 706-863-3000.

6. DISCLAIMER:

THIS LIMITED WARRANTY IS EXCLUSIVE. CLUB CAR MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE OBLIGATIONS OR TIME LIMITS STATED IN THIS WARRANTY ARE HEREBY DISCLAIMED BY CLUB CAR AND EXCLUDED FROM THIS WARRANTY. THE PURCHASER AND CLUB CAR EXPRESSLY AGREE THAT THE REMEDY OF THE REPLACEMENT OR REPAIR OF THE DEFECTIVE VEHICLE OR COMPONENT THEREOF IS THE SOLE REMEDY OF THE PURCHASER. CLUB CAR MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, AND NO REPRESENTATIVE, EMPLOYEE, OR DEALER OF CLUB CAR HAS THE AUTHORITY TO MAKE OR IMPLY ANY REPRESENTATION, PROMISE OR AGREEMENT, WHICH IN ANY WAY VARIES THE TERMS OF THIS WARRANTY.

7. NO CONSEQUENTIAL DAMAGES:

IN NO EVENT SHALL CLUB CAR BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS RELATED TO PROPERTY OTHER THAN THE VEHICLE, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, OR ANY OTHER ECONOMIC LOSS.

Some states allow neither limitation on the duration of an implied warranty nor exclusions or limitation of incidental or consequential damages. Therefore, the above limitations or exclusions may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

8. INFORMATION:

For further information contact WARRANTY SERVICES, CLUB CAR, INC., P.O. Box 204658, Augusta, Georgia 30917-4658, U.S.A., 706-863-3000.

9. WARNING:

Any modification or alteration of any vehicle beyond factory specifications, including those that affect the weight distribution, stability, or speed of the vehicle, can cause serious personal injury or death.